

REMARKS

The present amendment is in response to the Office Action dated August 1, 2005. Claims 22-31 and 52-70 are now present in this case. Claims 57-59, 61, and 62 have been amended.

Claim 62 is rejected under 35 U.S.C. § 112, second paragraph as indefinite. Claim 62 has been amended to more clearly recite the claimed network. The applicants respectfully request the withdrawal of the rejection of claim 62 under 35 U.S.C. § 112, second paragraph.

Claims 22-26, 52-56, and 70 are rejected under 35 U.S.C. § 102(b) as anticipated by U.S. Patent No. 5,261,080 to Khoyi. The applicants respectfully traverse this rejection and request reconsideration. The Office Action cites only very small portions of a 53 page reference resulting in a misinterpretation of Khoyi. When considered in its entirety, Khoyi does not teach or suggest the messaging system recited in the claims.

Khoyi is not even directed to a messaging system and describes no messaging platforms. The Office Action appears to equate a host computer 170 (see Figure 1A) with a master platform. However, the structures and function in Khoyi are significantly different from the structures and function in the rejected claims.

With respect to claim 52, Khoyi does not teach or suggest a messaging platform "configured to convert said information to have a delivery format corresponding to a delivery format selected by said subscriber." Although the Office Action describes Khoyi as teaching such a structure at column 49, lines 7-37, this is an incorrect interpretation of Khoyi. Khoyi discloses a matchmaker 810 (see Figure 9) that selects a common data format available at the data source and the data destination for the exchange. (See column 49, lines 34-37.) Thus, there is no conversion of data to have a delivery format selected by a subscriber. The messaging platform is not configured to perform such a conversion because the data source already has the data available in the common data format. For these reasons, among others, claim 52 is clearly allowable over Khoyi. Claims 53-56 are also allowable in view of the fact that they depend from 52, and further in view of the recitation in each of those claims.

With respect to claim 22, the Office Action states, at page 4, that Khoyi teaches a time limit expiration and cites a single line in a 53 page document as support for that assertion. This limited analysis of Khoyi mischaracterizes the overall teachings of the reference. The time expiration referred to in the Office Action is a timeout period common in computer operations. This is further described at column 65, lines 46-57 of Khoyi wherein a wait function may have an optional time out period. Time out operations are well known in computer processing, but are totally unrelated to claim 22 which recites *inter alia* "providing a mailbox ID and service information to a messaging platform, said mailbox ID corresponding to a subscriber serviced by said messaging platform and said service information including an information type, delivery period, and a delivery format." The Office Action appears to equate a conventional time out operation with specification of a delivery period. This is incorrect. The delivery period referred to in claim 22 describes operational characteristics of the messaging platform, including hours of operation. Such process is illustrated, by way of example, in Figure 2A and described on page 11 of the application as originally filed. The daily and hourly periods of operation of the messaging platform may be specified as part of global routing table. This is not the equivalent of a conventional computer operation time out. Khoyi does not teach or suggest service information including delivery period, as recited in claim 22. Accordingly, claim 22 is clearly allowable over Khoyi. Claims 23-31 are also allowable in view of the fact that they depend from 22, and further in view of the recitation in each of those claims.

Although claims 62-69 are not listed as rejected on the basis of prior art (see Office Action, page 2), a rejection of these claim as discussed in the Office Action at pages 6-8. Accordingly, the applicants will treat these claims as rejected under 35 U.S.C. § 102(b) over Khoyi. The applicants respectfully traverse this rejection and request reconsideration. The Office Action, at page 7, states that Khoyi teaches an information source outside the communication network coupled to the master platform and cites a foreign data format discussed in Khoyi at column 49, lines 7-27 in support of that contention. This is a mischaracterization of Khoyi. The cited section of Khoyi simply refers to the selection of a common data format for the exchange of data and refers to a format conversion between the object's native data format and a selected

foreign data format for the data transfer. (See column 49, lines 18-21.) Nothing in Khoyi suggests that an information source is external to a communication network, as recited in claim 62. Indeed, Khoyi is not directed to a messaging network or any similar structure at all and never discusses information sources external to any messaging network. Accordingly, claim 62 is clearly allowable over Khoyi. Claims 63-69 are also allowable in view of the fact that they depend from claim 62, and further in view of the recitation in each of those claims.

With respect to claim 70, the claim recites *inter alia* a messaging computer “configured to convert the information to have a delivery format corresponding to a delivery format selected by the subscriber.” As previously discussed, the system described in Khoyi uses a matchmaker 810 (see Figure 9), which is provided with the various data formats that are compatible with the data source and the data destination. The matchmaker selects a common data format for the exchange. (See column 49, lines 34-36.) There is no suggestion in Khoyi that a subscriber selects a delivery format. For these reasons, among others, claim 70 is clearly allowable over Khoyi. Claims 57-61 are also allowable in view of the fact that they depend from claim 70, and further in view of the recitation in each of those claims.

Claims 27-30 and 57-60 stand rejected under 35 U.S.C. § 103(a) as unpatentable over the combination of Khoyi and U.S. Patent No. 5,224,156 to Fuller et al. The applicants respectfully traverse this rejection and request reconsideration. With respect to claim 57, the Office Action states, at page 10, that Fuller discloses a user selectable facsimile reception notification and forwarding feature. The facsimile forwarding and notification process is described in Fuller at column 9, lines 3-19 and illustrated in the flow chart of Figure 6. However, the facsimile forwarding/notification process of Fuller is unrelated to claim 57 which recites *inter alia* that the master platform “forwards said information received from said information source to said messaging platform only when said messaging platform has an in-operation status.” Fuller does not teach or suggest any operational status as a basis for delivery of facsimile messages. As noted in the flow chart of Figure 6, at decision 114, a facsimile message is forwarded if the user has previously selected an option to forward a facsimile message. (See column 9, lines 8-12.) The forwarding feature in Fuller is not dependent

on any operational status. Khoyi does not provide any teaching or suggestion of an operational status of a messaging platform as a basis for providing information to a messaging platform. Accordingly, claim 57 is clearly allowable over the combination of Khoyi and Fuller. Claim 58 is also allowable in view of the fact that it depends from claim 57, and further in view of the recitation in that claim.

Claim 59 recites *inter alia* a master platform “configured to delay sending said information received from said information source to said messaging platform when said messaging platform has a non-operational status.” As discussed above with respect to claim 57, Fuller does not teach or suggest any actions taken based on the operational status or non-operational status of any facsimile device. The forwarding operation described in Fuller is based on user selection of a facsimile forwarding option. This is not based on any operational status of a machine. Khoyi does not even teach or suggest any forwarding function. Accordingly, claim 59 is clearly allowable over the combination of Khoyi and Fuller. Claim 60 is also allowable in view of the fact that it depends from claim 59, and further in view of the recitation in that claim.

With respect to claims 27-30, it should be noted that the Office Action includes no detailed discussion of the basis for rejecting such claims. However, it is noted that claims 27-30 are method claims related to operational status of a messaging platform. Therefore, the applicants will proceed on the assumption that the basis for rejection is similar to the basis for rejection of claims 57-60.

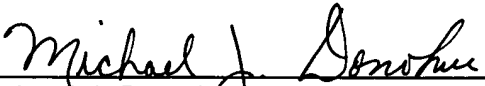
As discussed above with respect to claim 57, it should be noted that the combination of references do not teach or suggest a master platform forwarding information to a messaging platform “only when said messaging platform has an in-operation status,” as recited in claim 27. Accordingly, claim 27, and dependent claim 28, are allowable over the combination of Khoyi and Fuller.

As discussed above with respect to claim 59, the combination of references do not teach or suggest delaying sending information from a master platform “to said messaging platform when said messaging platform has a non-operational status,” as recited in claim 29. Accordingly, claim 29, and dependent claim 30, are allowable over the combination of Khoyi and Fuller.

In view of the above amendments and remarks, reconsideration of the subject application and its allowance are kindly requested. If questions remain regarding the present application, the Examiner is invited to contact the undersigned at (206) 628-7640.

Respectfully submitted,

Davis Wright Tremaine LLP



Michael J. Donohue
Registration No. 35,859

MJD:gatc

2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
Phone: (206) 622-3150
Fax: (206) 628-7699

1680631_1.DOC 67771-4